



The Bihar Gazette

EXTRA ORDINARY

PUBLISHED BY AUTHORITY

31 VAISAKHA 1946(S)

(NO.PATNA 468) PATNA, TUESDAY, 21ST MAY 2024

PATNA HIGH COURT

NOTIFICATION

20TH May 2024

PATNA HIGH COURT ARBITRATION CENTRE RULES, 2023

No. X-01-2018-432(R)/A.D. Rules Deptt.—WHEREAS the establishment of the Patna High Court Arbitration Centre (PHCAC) is an initiative of the High Court of Judicature at Patna;

AND WHEREAS the High Court of Judicature at Patna hereby makes the following Rules under Section 89(2) (d) of the Code of Civil Procedure, 1908 for the Patna High Court Arbitration Centre (PHCAC):

PRELIMINARY

1. Title, Scope and Commencement.—

- 1.1 These rules may be called the Patna High Court Arbitration Centre Rules, 2023.
- 1.2 These Rules shall come into force with effect from the date of its notification in the official gazette.

2. Definitions.—

- 2.1 In these rules, unless the context otherwise requires:-
 - (a) “Act” means the Arbitration and Conciliation Act, 1996 and the amendments thereto or any re-enactment or modification thereof.

- (b) **“Arbitral Award”** means as defined in the Arbitration and Conciliation Act, 1996.
 - (c) **“Arbitral Tribunal”** means a Tribunal consisting of one or more odd number of Arbitrators not exceeding five, chosen from the panel of Arbitrators of the Centre.
 - (d) **“Arbitration Committee”** means the Committee constituted under Rule- 3;
 - (e) **“Arbitrator”** means person appointed as an arbitrator in terms of the Act or under these Rules.
 - (f) **“Centre”** means The Patna High Court Arbitration Centre at Patna and such other places where centres may be established.
 - (g) **“Chairperson”** means the person nominated under Rule 3;
 - (h) **“Coordinator”** and "Additional Coordinators" mean the persons appointed in accordance with these Rules;
 - (i) **“Dispute”** includes differences.
 - (j) **“Joint Memorandum”** means a memorandum jointly signed by the parties in the format as prescribed in Schedule I of these Rules.
 - (k) **“Panel of Arbitrators”** means the Panel of Arbitrators (for short, the Panel) prepared by the Arbitration Committee in accordance with these Rules.
 - (l) **“Party”** means a party to an arbitration agreement.
 - (m) **“Request”** means a written communication to the Centre to initiate the arbitration proceeding in accordance with these Rules.
 - (o) **“Research Assistant”** means a person holding a Degree in Law from a recognized University and enrolled as an advocate under the Advocates Act, 1961 and who has been in practice for not less than three years and chosen to assist the Directorate and the Arbitrators.
 - (p) **“Rules”** mean the Patna High Court Arbitration Centre Rules, 2023.
 - (q) **“Secretariat”** means the body consisting of the Coordinator, the Additional Coordinators, the Staff and the Research Assistants of the Centre.
- 2.2 The words and phrases not defined in these Rules shall bear the same meaning as used or defined under the Act.
- 2.3 The Chief Justice of the High Court of Judicature at Patna shall be the Patron-in-Chief of the Patna High Court Arbitration Centre.

PART-I

ARBITRATION COMMITTEE

3. Arbitration Committee:-

- 3.1 There shall be an Arbitration Committee consisting of Five Judges of the High Court of Judicature at Patna to be nominated by the Chief Justice of the High Court of Judicature at Patna, of whom, one shall be the Chairperson.
- 3.2 The Coordinator shall be the Member Secretary of the Arbitration Committee, without any voting rights, and shall convene the meetings of the Arbitration Committee as may be desired by the Chairperson, or the senior most member in the absence of the Chairperson.

- 3.3 The meetings of the Arbitration Committee shall be presided over by the Chairperson.
- 3.4 The Arbitration Committee shall meet as and when required.

4. Powers of the Arbitration Committee:-

- 4.1 To take all such decisions as may be warranted for the smooth and effective functioning of the Centre.
- 4.2 To formulate Rules for the internal management of the Centre, to frame guidelines and generally to monitor and oversee the administration of the Centre.
- 4.3 To recommend any amendment to the Patna High Court Arbitration Centre Rules, 2023.
- 4.4 To constitute the Panel of Arbitrators.
- 4.5 To fix or revise the fees payable to Arbitrators and the administrative and miscellaneous expenses payable in respect of any proceedings.
- 4.6 To remove an Arbitrator from the Panel if:
 - (a) any complaint of breach of duty or misconduct is received against him and the Arbitration Committee is of the opinion that it would be expedient and in the interest of the Centre not to continue such person on its Panel; or
 - (b) he is declared to be of unsound mind or becomes incapacitated; or
 - (c) he has incurred any disqualification under the Rule; or
 - (d) he is appointed or nominated to any post or office of profit; or
 - (e) for any other reason or reasons as may be assigned by the Arbitration Committee;
- 4.7 To appoint as many Research Assistants as may be necessary in order to assist the Secretariat and the Arbitrators and to fix their tenure and for valid reasons to terminate their services before the expiry of the tenure and to decide the honorarium to be paid.
- 4.8 To consider the request of any other Arbitration Centre or Institution established under the aegis of the Supreme Court of India or the High Court of any other State, to hold the sittings of arbitration proceedings pending before such institutions at the Centre, on such terms and conditions and on a reciprocal basis, without, however, dislocating any prior commitment of the Centre.
- 4.9 Failing any agreement between the parties about the procedure to be followed, the Arbitral Tribunal may conduct the proceedings in the manner it considers appropriate.
- 4.10 The power of the Arbitral Tribunal includes the power to determine the admissibility and relevancy of any evidence.
- 4.11 The Arbitral Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of questioned documents.

PART-II
SECRETARIAT

5. *There shall be a Secretariat to supervise and manage the day to day affairs of the Centre and shall consist of:-*

- (a) A serving or retired District Judge of the Bihar Judicial Service, to be appointed as Coordinator by the Chief Justice of the High Court of Judicature at Patna who will be in-charge of the Centre and act under the supervision of the Arbitration Committee.
- (b) Not more than two serving Judicial Officers of Bihar Judicial Service to be appointed by the Chief Justice of the High Court of Judicature at Patna as Additional Coordinators. They shall work under the supervision of the Coordinator.
- (c) Such staff as may be appointed or deputed by the Chief Justice of the High Court of Judicature at Patna.
- (d) Such number of Research Assistants as maybe appointed by the Arbitration Committee to assist the Secretariat and the Arbitrators.

6. *Duties and responsibilities of the Coordinator:-*

- 6.1 The Coordinator shall be responsible for the day to day functioning of the Centre and shall be the custodian of the Centre.
- 6.2 Without prejudice to the generality of the provision in (1), the Coordinator shall undertake the following:
 - (a) Initiate action in respect of any request for Arbitration of disputes in accordance with the Rules of the Centre.
 - (b) Notify the parties to comply with the requirements of filing of the Request and Reply and the submission and payment of Arbitrators' fees and miscellaneous expenses, within the prescribed time frame.
 - (c) Maintain and update from time to time a profile of each Arbitrator on the Panel of the Centre, and make it available in the public domain.
 - (d) To call upon the parties to deposit the assessed Arbitrators' fee and all other costs and expenses of the Centre.
 - (e) To take steps as may be necessary for timely completion of Arbitration proceedings.
 - (f) Carry out any directions given by the Arbitration Committee from time to time.
 - (g) To organize workshops, conferences, symposia, seminars, etc., in the field of Alternative Dispute Resolution Mechanism and to promote the use of the Centre for resolution of the disputes on the directions of the Arbitration Committee.
 - (h) Such other functions as may be assigned by the Arbitration Committee.
- 6.3 The Coordinator shall be the authorised person to sue or be sued on behalf of the Centre.
- 6.4 All correspondences and communications to the Centre shall be addressed to the Coordinator and all correspondences and communications on behalf of the Centre shall be made by the Coordinator.

7. Duties of Research Assistants.—The Research Assistants shall inter-alia assist in-

- (a) research for Patna High Court Arbitration Centre Publications;
- (b) maintaining statistical data of Patna High Court Arbitration Centre; and;
- (c) providing assistance to the Arbitration Committee or any sub-committee appointed under the Patna High Court Arbitration Centre Rules, 2023.

PART-III

PANEL OF ARBITRATORS

8. Panel of Arbitrators:-

- 8.1 The Secretariat shall maintain a Panel of Arbitrators as approved by the Arbitration Committee from time to time.
- 8.2 The parties may choose any person from the Panel of Arbitrators to be appointed as an arbitrator in respect of their disputes, subject to their availability. Information so submitted by the persons who are so empanelled may be made available to the parties seeking to appoint an arbitrator.
- 8.3 Notwithstanding the above, the Court or the Chairperson, as the case may be, may appoint an arbitrator who is not empanelled, but such appointment shall be restricted to the case concerned.
- 8.4 The Arbitration Committee may at any time add new names to the Panel of Arbitrators or omit the name of any person from the Panel of Arbitrators.

PART-IV

ARBITRATION PROCEDURE

9. Reference to Arbitration:-

- 9.1 Where parties to a contract have agreed that any dispute or difference which may arise or has arisen, out of or in relation to a contract, shall be referred to Arbitration in accordance with these Rules.
- 9.2 These Rules shall also apply where the parties sign a joint memorandum agreeing that their dispute shall be referred to Arbitration in accordance with these Rules or when the same is so referred through any proceedings in any Court, including:
 - (a) Under Section 89 of the Code of Civil Procedure, 1908;
 - or**
 - (b) these Rules shall also apply where Supreme Court or as the case may be, the High Court or any person or institution designated by such Court appoints an Arbitral Tribunal and directs that the arbitration shall be conducted under the aegis of the Centre or in accordance with its rules,
 - or**
 - (c) Where parties to any International contract, have agreed to submit their disputes or differences to Arbitration in accordance with these rules,
 - or**
 - (d) Where any statutory authority refers a dispute to Arbitration to be conducted under the aegis of the Centre in accordance with these Rules.

10. Request for Arbitration:-

- 10.1 Any person desirous of initiating arbitration under these rules, shall submit his request to the Secretariat with a copy marked to the opponent.
- 10.2 The request shall contain the following information-
- (a) name in full, description, contact details and address of each of the parties, complete details including e-mail addresses, if any;
 - (b) a brief description of the nature and circumstances of the dispute giving rise to the claim;
 - (c) statement of the relief sought, including an indication of any amount claimed along with supporting documents, if any;
 - (d) relevant agreements and, in particular, an extract of the written arbitration clause or the deed of arbitration agreement, if separately contained.
 - (e) provisional Terms of Reference and the issues to be adjudicated;
 - (f) all relevant particulars concerning the Arbitrators, their number, qualifications, if any, prescribed in the arbitration agreement on which parties have already agreed in writing;
 - (g) statements as to the applicable Rules or laws, or trade usages applicable to the transaction if any, and the language in which the arbitration is to be conducted, and
 - (h) the order of the Court, if any, passed in proceedings referred to in these Rules, along with a signed joint memorandum.
- 10.3 The Coordinator shall tentatively decide the administration and miscellaneous expenses to be deposited by the party requesting for arbitration and same shall be deposited by the said party.
- 10.4 On depositing such amount, the Secretariat shall scrutinize the request and if found in order, shall place it before the Arbitration Committee who shall examine the request and decide to appoint arbitrator in accordance with law and Rule 15 of these rules from the panel of arbitrators.
- 10.5 The coordinator shall intimate to the respective parties, the name of the arbitrators so appointed. On receipt of the notice of appointment of arbitrator, the claimant shall present himself before the arbitration within 7 days. The arbitrator shall lay down the schedule with regard to the time frame for filing of the claim and relevant documents and also issue notice to the respondent (non-claimant party). The respondent party shall submit its statement of defence as well as counter claim or set off if any pleadings within the period as lay down by the arbitrator.
- 10.6 The claimant shall submit sufficient number of copies of Statement of Claim- one copy being for the Centre, one copy for each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy for each Respondent.
- 10.7 The Claimant shall also make a tentative advance payment of his share of the administrative and miscellaneous expenses and also the Arbitrator's fee, as the Coordinator may indicate.
- 10.8 In the event the Claimant fails to comply with any of the aforesaid requirements, the Coordinator may fix a time limit within which the Claimant shall comply, failing which, the file shall be deemed to be

closed. However, it is open for the Claimant to submit the claim afresh in accordance with law.

11. Filing of response:-

- 11.1 On receipt of the statement of claim from the Centre, the respondent shall submit his written response to the Centre along with the following:
- (a) his name in full, description, contact details and address;
 - (b) Confirmation or denial of all or part of the Claim made by the Claimant in the Statement of claim;
 - (c) comments in response to the nature and circumstances of the dispute giving rise to the Claim contained in the Request;
 - (d) response to the relief sought in the Request;
 - (e) statement describing the nature and circumstances giving rise to any Counter-claim, or a set-off, if any, which shall be adjudicated upon by the arbitral tribunal, if such counter claim or set-off falls within the scope of the arbitration agreement;
 - (f) provisional “Terms of Reference” and the issues to be adjudicated;
 - (g) comments, if any, concerning the number of Arbitrators and their choice in the light of the Claimant’s proposals; and
 - (h) Statements, if any, as to the applicable Rules or law or trade usages applicable to the transaction and the language to be used in conducting the arbitration proceedings;
- 11.2 Copies of the Reply and Counter-claim, if any, shall be supplied to the Secretariat in sufficient number, namely, one copy for the Centre, one copy to each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy to each of the other party or parties;
- 11.3 In the event of Respondent making a Counter-claim, he shall make an advance payment of his share of Arbitrator’s fee and administrative and miscellaneous expenses as the Coordinator may determine.
- 11.4 A copy of the Reply and Counter-claim, if any, and the documents annexed thereto shall be communicated by the Coordinator to the claimant.

12. Discovery and Inspection of Documents.—The parties are entitled to seek discovery and inspection of documents by making an application at the earliest to the Coordinator and on such application being filed, the Coordinator may call upon the other party to produce such document for inspection which shall be done within 15 (fifteen) days from the date of the receipt of such direction unless the party has a good reason for non-production of the document. The time prescribed for filing of pleadings as provided herein above shall stand extended by the time taken for discovery and inspection.

13. Notwithstanding the provision contained in Rule 12 the Arbitral Tribunal shall have the powers in terms of Act of 1996 to proceed before it the process of admission and denial of documents and discovery and inspection thereof.

14. Authority to represent and assist the party:-

- 14.1 Each party shall advise, in writing, the other party and the Coordinator of –
- (a) the name and address of the person who will represent or assist him or her, and
 - (b) the capacity in which such person will act.

14.2 Once the Arbitral Tribunal has been established, the parties or their representatives shall communicate in writing directly with the Arbitral Tribunal, with a copy of the communication addressed to the Secretariat, for information, wherever necessary.

- 15. *Notices and Communications.***—All notices or communications from the Coordinator and the Arbitral Tribunal shall be in writing and deemed to have been duly delivered when sent to the last known address of the party or the duly notified representative of the parties. Such notice or communication may be made by any one of the following modes, namely, delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of electronic communication that is acceptable to the arbitral tribunal.

PART-V

COMPOSITION OF ARBITRAL TRIBUNAL

16. *Appointment of Arbitrators:-*

- 16.1 The parties to a dispute are free to determine the number of Arbitrators, provided that such number shall not be an even number.
- 16.2 Failing the determination referred to in sub-rule (1) above, the reference shall be to a sole Arbitrator.
- 16.3 Where the agreement provides for the appointment of a sole Arbitrator, the parties shall appoint such Arbitrator from amongst the members on the Panel of Arbitrators, within thirty days of intimation of filing of the Request. Where the parties fail to agree upon the sole Arbitrator from the panel within the said period, the Chairperson, in consultation with the Arbitration Committee, shall appoint a sole Arbitrator.
- 16.4 Where the agreement provides for the appointment of three Arbitrators, the Claimant and the Respondent shall appoint an Arbitrator each, within thirty days and in the event of either of the parties failing to nominate an Arbitrator, the Chairperson, in consultation with the Arbitration Committee, shall appoint an Arbitrator from the Panel.
- 16.5 Where the agreement provides for the appointment of three Arbitrators, the Claimant and the Respondent shall appoint an Arbitrator each from the Panel of Arbitrators within thirty days and the two arbitrators shall appoint the third arbitrator by unanimity failing which the Chairperson in consultation with the Arbitration Committee, shall appoint an Arbitrator from the Panel.
- 16.6 The parties shall have the choice of Arbitrators, from the Panel. The appointment, however, is subject to the consent and availability of such Arbitrator. In no case shall an Arbitrator on the Panel be available if he is already acting as an Arbitrator, in ten matters pending adjudication and which are referred under these Rules.

- 17. *Multi-party Arbitration.***—Where disputes involve more than two parties and involve a series of interconnected contracts, the parties may agree for arbitration by an Arbitral Tribunal consisting of three or more odd number of Arbitrators, the parties may, by mutual agreement, decide as to the appointment of Arbitrators, failing which, the Chairperson in consultation with the Arbitration Committee shall appoint the desired number of Arbitrators.

18. Consent of Arbitrators:-

- 18.1 Soon after the selection of Arbitrators, the Coordinator shall send an official communication to that effect to the parties and to the Arbitrators. The Arbitrators so chosen shall give their consent in writing to the parties with a copy to the Centre.
- 18.2 In the event of any party having an objection to the nomination of the Arbitrator or Arbitrators made by the Chairperson, any such objection shall be lodged, in writing, with the Secretariat within seven days from the date of receipt of such intimation of nomination and the Arbitration Committee, shall consider the same and may pass appropriate orders.
- 18.3 In the event of any circumstance not being provided for herein above, the Chairperson, in consultation with the Arbitration Committee, shall have the power to determine number of Arbitrators and the Arbitrators to be appointed from the panel of Arbitrators in order to expedite the arbitration proceedings. The parties, however, shall be heard before any such orders are passed by the Chairperson.

19. Term of Reference and Arbitration Schedule:-

- 19.1 On appointment of Arbitral Tribunal, the Secretariat shall compile the documents and pleadings (i.e., Claims statement, reply and rejoinder, counter claim, reply to counter claim and rejoinder) and provisional Terms of Reference, if any, furnished by the parties, and submit it to the Arbitral Tribunal (one copy to each arbitrator, where there are more than one arbitrator) and within fifteen days from the date of the receipt of the same, the Arbitral Tribunal shall conduct a preliminary meeting with the parties and pass a procedural order fixing the timeline of Arbitration having due regard to Section 29A of the 'Act'. The time table shall specify:-
- (a) the period within which the parties would file statement of Admissions and denials on allegations of fact as are made in the pleadings or in any documents.
 - (b) the period within which the parties would agree to dispense with formal proof of documents, except in case of questioned documents.
 - (c) the period within which (after recording the admissions and denials if any) the terms of reference or points for consideration have to be determined.
 - (d) the period within which the parties would file statement of witnesses by way of affidavit which shall be treated as their depositions made in examination-in-chief.
 - (e) the dates when the Arbitral Tribunal shall record oral evidence to be adduced by the parties by way of cross-examination of the witnesses who have tendered their affidavit evidence (treated as their deposition in examination-in-chief deposition) and such other oral depositions as the Arbitral Tribunal may permit.
 - (f) the dates when the parties would address their arguments before the Arbitral Tribunal.
- 19.2 The time-table so fixed shall remain firm and binding on all concerned.
- 19.3 The Arbitral Tribunal shall communicate the time-table through the Coordinator and also the time period for publication of the Award.

19.4 In the absence of any specific provision in these Rules, the parties are free to agree on the procedure to be followed by the Arbitral Tribunal in conducting its proceedings.

20. Consolidation of proceedings.—On the date fixed for framing of the Terms of Reference, the Arbitral Tribunal may, with the consent of the parties, direct consolidation of two or more arbitral proceedings before it, if the disputes or differences therein are identical and between the same parties or between parties having commonality of interest or where such disputes arise out of separate contracts but relate to the same transaction.

21. Additional Claims or Counter-claims.—After the Terms of Reference have been approved by the Arbitral Tribunal, no party shall make any Additional claim or Counter-claim which falls outside the limits of the Terms of Reference unless it has obtained authority to do so from the Arbitral Tribunal and it shall consider the nature of such new Claim or Counter-claims, having due regard to the stage of the arbitration and other relevant circumstances and issue necessary orders.

22. Hearing Procedure:-

22.1 Unless agreed between the parties in writing, the Arbitral Tribunal shall hold oral hearings.

Provided, that if the parties to an arbitration agreement agree in writing to have their dispute resolved by fast track procedure as specified in Section 29B of the 'Act', the Arbitral Tribunal shall conduct arbitration proceedings as contemplated in sub-section 3 of Section 29B of the 'Act'.

Provided, further that the Arbitral Tribunal shall, as far as possible, conduct arbitral proceedings for the presentation of evidence or for oral argument on day-to-day basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs, including exemplary costs, on the party seeking adjournment without any sufficient cause.

22.2 Unless the Arbitral Tribunal decides to undertake site inspection or holds hearings in such other place for any reason as it may deem necessary, all hearings shall take place in the Centre at Patna or any other Centre established as per these Rules.

22.3 All meetings and hearings shall be in camera unless the parties desire otherwise or the Arbitral Tribunal directs otherwise.

22.4 After the conclusion of evidence and hearing, the Arbitral Tribunal shall pronounce the award on a date which shall be intimated through the Secretariat.

23. Settlement of dispute:-

23.1 The Arbitral Tribunal may encourage settlement of the dispute with the agreement of the parties.

23.2 The parties are free to opt for either mediation or conciliation at any time during the pendency of the proceedings before the Arbitral Tribunal. In such an event, the matter may be referred to mediation or conciliation at the discretion of the Arbitrators.

23.3 If, during the arbitration proceedings, the parties settle the dispute, the Arbitral Tribunal shall terminate the proceedings, but if requested by the parties and at their discretion, record the settlement in the form of an Arbitral Award on agreed terms.

PART-VI
TIME SCHEDULE FOR THE ARBITRATION

24. *Duration of arbitral proceedings:-*

24.1 The award shall be made within a period of twelve months from the date on which the arbitrator or all the arbitrators, as the case may be, have received notice, in writing, of their appointment by fixing time line procedure as prescribed in Rule 18. The parties may, by consent, extend the period for making award for a further period not exceeding six months.

24.2 The procedure as to incentives to the Arbitral Tribunal and extension of time shall be in accordance with sub-sections (3) to (9) of Sec 29A of the 'Act'.

Provided, that the parties to an Arbitration Agreement may choose to adopt fast track procedure contemplated under Sec. 29B of the Act.

PART-VII
RULES OF PROCEDURE

25. *Default of parties:-*

25.1 Where any party to the Arbitration agreement, without showing sufficient cause fails to submit his statement of claim/statement of defence within the time as laid down in the schedule, the Arbitral Tribunal may terminate the proceedings or continue the proceedings ex-parte accordingly. The Arbitral Tribunal would be empowered to continue the proceedings relating to counter claim. Upon such action of proceeding ex-parte, the Arbitrator shall inform the party against whom ex-parte proceedings have been undertaken by sending notice as provided in the Rules.

25.2 The Arbitral Tribunal would also be empowered to continue proceedings in absence of any party during oral hearing or in absence of producing documentary evidence and shall be empowered to make the Arbitral Award on the basis of record and evidence available with it.

25.3 The either of the party may file a petition for setting aside the ex-parte hearing of the Arbitration proceeding before the passing of the award within 30 days and of such order of proceeding ex-parte.

26. *Appointment of Experts:-*

26.1 The Arbitral Tribunal may, unless otherwise agreed by the parties in writing:

- (a) appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal, and
- (b) require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for inspection.

26.2 If party so requests or if the Arbitral Tribunal deems it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to examine the witness as regards his or her report.

26.3 The expert shall, on the request of a party, make available to that party, for examination all documents, goods or other property in the possession of the expert with which he was provided in order to prepare his report.

- 26.4 The fees and costs of any expert appointed by a party shall be borne by the party appointing him. If the expert is appointed by the Arbitral Tribunal, the fees and costs of such appointment, unless otherwise directed by the Arbitral Tribunal, shall be shared equally by all the parties.

27. Application for adjournment:-

- 27.1 Any party including the Union or the State Government or its instrumentalities seeking adjournment or change in the time-table fixed for the arbitration proceedings shall file a written request, supported by reasons and documents, if any, and the Arbitral Tribunal may grant the same after recording its reasons in writing and subject to payment of costs at the rate of a minimum of Rs. 3,000/- (Rupees Three Thousand only), which shall be payable by such party to the Arbitration Centre.
- 27.2 The Arbitral Tribunal shall however keep in view the time schedule fixed for completion of the Arbitration Proceedings while considering the prayer for adjournment.
- 27.3 For removal of doubts, it is clarified that the Arbitral Tribunal may, in addition to the above costs payable to the Centre, may also determine costs payable, by the party seeking adjournment, to the opposite party or parties.

28. Deposits:-

- 28.1 The Coordinator may require the parties, before referring the case to the Arbitral Tribunal, to deposit in advance in one or more installments, such sums of money as he deems necessary to defray miscellaneous expenses and the Arbitrator's fee.
- 28.2 The deposits shall be called for in equal share from the Claimants and the Respondents. The Coordinator may, during the course of the arbitration proceedings, require further sums to be deposited by the Parties or anyone of them to meet the costs of the arbitration.
- 28.3 When one of the parties neglects or refuses to make the deposit, the Coordinator may require such deposit, whether in relation to a Claim or a Counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be) and costs so deposited shall follow the cause. In default, the consequences as provided in second proviso to Section 38 (2) of the 'Act' shall follow.

Provided that when the respondent fails to deposit such sums of money towards arbitrators' fee, administrative expenses, miscellaneous expenses, etc., either by remaining ex-parte or fails to participate at any stage of the proceedings, the respondent shall be deemed to have waived his right to contest the proceedings further.

- 28.4 The Arbitral Tribunal shall proceed only in respect of those Claims or Counter-claims for which the deposits have been duly paid to the Centre and otherwise may order the suspension or termination of the arbitral proceedings.
- 28.5 All deposits towards administrative expenses, miscellaneous expenses and Arbitrator's fee shall be made through the Centre and no payment shall be made directly to the Arbitrators, by the parties. The deposit made by the parties shall be taken into account by the Arbitral Tribunal in apportioning the costs while making the Arbitral Award. Any deposit

made in excess shall be refunded to such party as the Arbitral Tribunal may direct.

- 28.6 The Centre shall have a lien on the Arbitral Award for any unpaid costs and fees of the arbitration.
- 28.7 All the deposits towards the Administrative Expenses, other expenses and the Arbitrator's fee shall be paid by the parties as per the accepted norms of payment in favour of the Coordinator, Patna High Court Arbitration Centre, Patna, Bihar.
- 28.8 The Coordinator shall remit the amount of arbitration fees received in his account to the concerned account of Arbitrator(s) within two weeks.
- 28.9 The Coordinator shall decide any dispute, as between the parties, regarding the quantum; the liability or any other issue, regarding the deposit of the administrative and miscellaneous expenses and such decision shall be final.

29. Arbitrator's Fee.—

The Arbitral Tribunal so appointed by the Committee shall in consultation with the parties to the dispute decide the fees in accordance with the following schedule:

Sum in dispute (in Rs.)	Fee
Upto Rs.10,00,000/- (Rupees Ten Lakh only)	Rs.65,000/- (Rupees Sixty Five Thousand only)
Above Rs. 10,00,000/- (Rupees Ten Lakh only) and upto 20,00,000/- (Rupees Twenty Lakh only)	Rs. 1,00,000/- (Rupees One Lakh only)
Above 20,00,000/- (Rupees Twenty Lakh only) and upto Rs. 1,00,00,000/- (Rupees One Crore only)	Rs. 3,00,000/- (Rupees Three Lakh Only)
Above Rs. 1,00,00,000/- (Rupees One Crore only) and upto Rs. 5,00,00,000/- (Rupees Five Crore only)	Rs. 6,50,000/- (Rupees Six Lakh Fifty Thousand only)
Above Rs. 5,00,00,000/- (Rupees Five Crore only) and upto Rs. 10,00,00,000/- (Rupees Ten Crore only)	Rs. 15,00,000/- (Rupees Fifteen Lakh Only)
Above Rs. 10,00,00,000/- (Rupees Ten Crore only) and upto Rs. 20,00,00,000/- (Rupees Twenty Crore only)	Rs. 20,00,000/- (Rupees Twenty Lakh Only)
Above Rs. 20,00,00,000/- (Rupees Twenty Crore only)	Rs. 30,00,000/- (Rupees Thirty Lakh Only)

Note :

1. In the event, the arbitral tribunal is a sole arbitrator; he shall be entitled to an additional amount of twenty-five percent on the fee payable as per the above.
2. Any claim of dispute which is not valued in terms of money shall attract a minimum fee of Rs. 1,00,000/- (Rupees One Lakh Only), any fee in excess of the same shall be as agreed upon by the parties.
3. In the event of claim and counter-claim, the Arbitrator's fee shall be calculated on the claim and counter-claim separately.

4. In the event of an Arbitrator chosen from the Panel of Arbitrators or nominated, who is from a place other than Patna, the party nominating such Arbitrator, shall alone bear all expenses of such Arbitrator, apart from the fee payable as per the schedule, for his participation in the Arbitration proceedings.
5. The fees as decided above shall be paid as per the installment, if any, decided by the Arbitral Tribunal.

30. Administrative Expenses.—The parties shall deposit Administrative Expenses as indicated below, before the dispute is referred to the Arbitral Tribunal:

If the value of the claims/disputes does not exceed Rs. 50,00,000/- (Rupees Fifty Lakh only)	Rs. 20,000/- (Rupees Twenty Thousand only)
If the value of the claims/disputes is above Rs. 50,00,000/- (Rupees Fifty Lakh only) and upto Rs. 5,00,00,000/- (Rupees Five Crore only)	Rs. 45,000/- (Rupees Forty-five Thousand only)
If the value of the claims/disputes exceeds Rs. 5,00,00,000/- (Rupees Five Crore only)	Rs. 60,000/- (Rupees Sixty Thousand only)

NOTE:

1. Any claim or dispute which is not valued in terms of money, shall attract a minimum deposit of Rs.20,000/- (Rupees Twenty Thousand only).
2. In addition to the Administrative Expenses as above, the parties shall also pay a sum of Rs.3,000/- (Rupees Three Thousand only) per day (irrespective of the duration of the sitting on a given day) for the use of the facilities of the Centre on the days the Arbitral Tribunal holds its sittings. The above expenses shall be shared by all the parties, equally.
3. The Government of India and the Government of Bihar are exempted from payment of Administrative Expenses and Other Miscellaneous Expenses. The Arbitration Committee, at their discretion, may exempt such other entity from payment of the above expenses.

PART VIII - MISCELLANEOUS

- 31. Interpretation and Scope of these Rules.**—In the event of any doubt arising with regard to interpretation of these Rules, the decision of the Arbitration Committee shall be final.
- 32. Amendment of Rules.**—These Rules may be amended on the recommendation of the Arbitral Committee by the High Court of Judicature at Patna.
- 33. Enforcement of the Award.**—The enforcement of final arbitral award passed under the Patna High Court Arbitration Centre Rules, 2023 shall be enforced according to provisions laid down in the Arbitration and Conciliation Act, 1996.

SCHEDULE- I
JOINT MEMORANDUM TO BE SIGNED BY PARTIES

We hereby agree that disputes or differences, which have arisen between us in respect of our contract _____ (give details) dated _____ and which are subject matter of the proceedings _____ (specify the nature and particulars of proceedings with cause title) (use separate sheet if necessary) to be resolved by arbitration in accordance with the Patna High Court Arbitration Centre Rules, 2023.

In Witness Whereof, this Agreement has been signed on this _____ Day of _____ Month of _____ (year) at _____ by:

Parties:

1. _____

2. _____

SCHEDULE- II

CURRICULUM VITAE

[To be filled in English]

☐ Mr. ☐ Mrs. ☐ Miss ☐ M/s

First Name : _____

Last Name : _____

Date of birth: _____

Personal Address: _____

Telephone: _____

Telefax: _____

E-mail: _____

Business Address (including company or firm name where applicable): _____

Telephone: _____

Telefax : _____

E-mail : _____

Website : _____

Please indicate which address you wish to be used for correspondence:

☐ Personal ☐ Business

Academic degrees or Qualifications:

Current professional activity (ies) and position(s):

Professional Experience:

Additional information (Use separate sheet if necessary):

Please indicate any language(s) in which you consider yourself able to conduct arbitration and to draft an award without the assistance of an interpreter or translator.

Fields of expertise:

Arbitration Experience:

Number of arbitration cases in which you have acted as:

	Chairman of Arbitral Tribunal	Sole Arbitrator	Co-Arbitrator	Party's Counsel	Other
Institutional Domestic Arbitration					
Ad-hoc Domestic Arbitration					

Other alternative dispute resolution (ADR) experience including Mediation/
Conciliation, etc:

Date: _____

Signature : _____

By order of the Court,
PRADEEP KUMAR MALIK,
Registrar General.

PUBLISHED AND PRINTED BY THE SUPERINTENDENT,
BIHAR SECRETARIAT PRESS, PATNA,
BIHAR GAZETTE (EXTRA) 468—571+100
Website: <http://egazette.bih.nic.in>